

Memorandum of Agreement
Among
The United States Navy, The Advisory Council on Historic Preservation and The
California State Historic Preservation Officer Regarding the Layaway,
Caretaker Maintenance, Leasing, and Disposal of Historic Properties on the
Former Mare Island Naval Shipyard,
Vallejo, California

WHEREAS, the Department of the Navy (Navy) has been directed to close and layaway, place in caretaker maintenance, and subsequently lease, sell, transfer, or otherwise dispose of properties at the former Mare Island Naval Shipyard (Shipyard) by the Base Realignment and Closure Act, as amended in 1993, and this undertaking will affect Shipyard buildings, structures and historic archeological properties included in or eligible for inclusion in the National Register of Historic Places (Register); and

WHEREAS, the Shipyard is a National Historic Landmark (NHL) included in the Register and located within the limits of the City of Vallejo (City), a Certified Local Government under Section 101(c) of the National Historic Preservation Act (Act), as amended; and

WHEREAS, the Navy has consulted with the Advisory Council on Historic Preservation (Council) and the California State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 (16 U.S.C. 470f); and Section 110f of the same Act (16 U.S.C. 470h-2(f)); and

WHEREAS, upon disposal of the historic properties from the Navy to a non-federal entity, any Federal jurisdiction ceases and the jurisdiction of the historic property reverts exclusively to the City, and therefore, the City was invited to participate in the development of this agreement and has been invited to concur; and

WHEREAS, the Secretary of the Interior, as represented by the Pacific-Great Basin System Support Office, formally Western Region, National Park Service (NPS), participated in the development of this agreement and has been invited to concur with its conditions because of the National Historic Landmark designation;

NOW, THEREFORE, the Navy, the Council and the California SHPO agree the layaway, caretaker maintenance, lease, sale, transfer, and disposal of the Shipyard historic properties shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

Stipulations

The Navy will ensure that the following measures are carried out:

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1. National Register Nomination.

a. In consultation with the California SHPO and the NPS the Navy has developed a comprehensive historic context statement that addresses the significance of the Shipyard's role from 1854, when it was the first naval facility constructed on the Pacific Coast of the United States, to the conclusion of the Cold War in 1989, and recommended changes to the Shipyard Historic District boundaries consistent with the expanded historic context statement.

b. In consultation with the California SHPO the Navy has evaluated the extant buildings, structures, landscapes, and historic archeological properties and identified those that contribute to the Mare Island Historic District.

c. The Navy has evaluated the potential for finding significant historic archeological properties on the Shipyard and developed an archeological predictive model which has been included in the National Register Nomination Form for the Mare Island Historic District.

d. The Navy has revised the existing National Register Nomination Form for the Mare Island Naval Shipyard Historic District and has submitted it to the Keeper of the National Register.

2. Prehistoric Archeology.

a. The Navy has developed a prehistoric archeological context statement and surveyed to relocate and evaluate, through testing, previously recorded prehistoric archeological sites on Mare Island and determined in consultation with the California SHPO that there is no evidence of prehistoric occupation that will qualify for inclusion in the National Register.

b. The Navy has updated the existing State Historic Inventory forms for the previously recorded prehistoric archeological sites and shall submit copies to the Northwest Information Center, Sonoma State University, Rohnert Park, California by March 1, 1997.

c. The Navy shall recover prehistoric artifacts and associated field notes collected during the 1985 archeological study prepared by Roop and Flynn, approximately one cubic foot of material, and arrange for their professional curation in accordance with Secretary of the Interior's standards (36 CFR Part 79) by October 1, 1997.

3. Historic Artifacts and Records.

a. The Navy has collected the items in the Naval Historical Center's May 1994 inventory of historic artifacts and historically significant materials and the historic furniture transferred from the Public Works Center San Francisco Bay's inventory on the Shipyard and has secured them in temporary storage in Building 215 at Mare Island Shipyard.

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b. The items collected in 3.a. above are the responsibility of the Director of the Naval Historical Center, Washington Naval Yard, District of Columbia, who will arrange for the transport of those items to be permanently curated at other museums, and arrange for the remainder to be placed on permanent loan to a museum(s) in Vallejo or the greater San Francisco Bay area.

c. The Navy has coordinated the disposal of the Shipyard's records, drawings, plans and photographs with the National Archives Pacific-Sierra Region, San Bruno, and is in the process of forwarding the original records, historic maps, architectural drawings, negatives, slides and photographs which were transferred by the former Mare Island Naval Shipyard to the National Archives. This process will be completed by October 1, 1997.

4. Layaway and Caretaker Maintenance.

a. Prior to layaway and placement of historic properties into a caretaker maintenance status, the Navy shall follow the terms of the Programmatic Agreement executed among the Navy, Council, and California SHPO in August 1992 (1992 PA) regarding routine repair and maintenance of historic properties on the Shipyard (APPENDIX A) attached hereto and incorporated herein, and all actions taken in accordance with the 1992 PA may proceed without further consultation, except as specified in that agreement.

b. The application of the 1992 PA shall be extended to include all contributing historic buildings and structures identified in the revised National Register Nomination Form dated January 1996, as well as the historic archeology that may exist in the 28 archeological sensitive areas identified in the revised National Register Form.

c. Until disposal or transfer, as the contributing historic properties are vacated, the Navy shall layaway and provide caretaker maintenance of the historic properties at the minimum levels described in APPENDIX B.

d. Prior to initiating any action which would irreversibly alter, damage or demolish a contributing historic building or structure which has been classified for Layaway Level 6 the Navy shall contact the Pacific-Great Basin Service Center, NPS, San Francisco, California to determine what level and kind of recordation is required for the property. Unless otherwise agreed to by NPS, the Navy shall ensure that all documentation is complete and accepted by the Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) prior to any irreversible alteration or demolition, and that copies of the documentation are provided to the California SHPO, the City and the Vallejo library and historical museum(s).

5. Recordation.

a. The Navy in consultation with NPS shall identify the most representative historic buildings on the Shipyard by April 1, 1997 and record them in accordance with HABS/HAER standards as specified by NPS, for submission to the Library of Congress, prior to any irreversible alteration,

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transfer, or disposal of the selected historic properties.

b. The Navy shall provide an archival quality copy of the HABS/HAER documentation prepared pursuant to Stipulation 5.a. above to the California SHPO, the City and the Vallejo library and historical museum(s).

6. Leasing of Historic Properties.

a. Prior to the transfer, sale or conveyance by some other means from the control and jurisdiction of the Navy, the Navy may enter into interim leases which will permit tenants to adaptively reuse Shipyard contributing historic properties, provided that the lease agreements require tenants to follow the conditions of the 1992 PA (APPENDIX A) in maintaining or adapting these historic properties for use.

b. The Navy shall inspect the leased contributing historic properties semi-annually to ensure that the conditions of the 1992 PA are followed in maintaining or adapting the historic property for other uses and shall take appropriate remedial action to assure compliance with the 1992 PA where deviations are observed. Appropriate remedial action shall include notification of SHPO and Council.

7. Long Term Preservation Planning.

a. Within a calendar year from the execution of this agreement the City in consultation with and subject to the approval of the SHPO shall amend its Architectural Heritage and Historic Preservation Ordinance (Chapter 16.38 of the Vallejo Municipal Code) to include Area 4 of the Mare Island Final Reuse Plan dated July 1994 and additional historic buildings listed in APPENDIX C.

b. The City will ensure that the Vallejo Architectural Heritage and Landmarks Commission shall continue in its present role as described in the Vallejo Municipal Code increasing its area of responsibility to include Area 4 of the Mare Island Final Reuse Plan dated July 1994 and additional historic buildings listed in APPENDIX C.

c. When title to property located within the Mare Island Naval Shipyard Historic District is transferred from the Navy to a non-federal entity all undertakings affecting these properties will be administered exclusively in accordance with City codes and ordinances.

d. Within a calendar year from the execution of this agreement the City shall amend the Vallejo General Plan and the Mare Island Specific Plan/Master Plan to include the historic preservation policy establish by 7.a. and 7.b.

e. The City shall apprise prospective Mare Island tenants and property owners of the financial tools and economic incentives that are available,

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including but not limited to the State Historic Building Code and the federal and State tax incentives, for the preservation and adaptive rehabilitation of historic properties.

f. Within 30 calendar days of execution of this agreement City shall seek the assistance of the National Trust for Historic Preservation for guidance on marketing the historic properties in Area 4 of the Mare Island Final Reuse Plan dated July 1994 and additional historic buildings listed in APPENDIX C.

8. Document Review and Comment.

a. The California SHPO shall be afforded thirty (30) days after receipt to comment on any documentation submitted by the Navy as a result of consultation efforts or otherwise the result of implementation of this agreement. Should the California SHPO decline to participate or fail to respond within thirty (30) days to a written request for comments, the Navy shall continue to consult with the Council to complete its responsibilities for the specific action.

9. Annual Report and Review.

a. On or before December 15 of each year, until the terms of this agreement have been fulfilled, or the agreement has been terminated, the Navy shall provide an annual report to the Council, California SHPO, NPS, and City addressing following topics:

- (1) status of the curation of artifacts and records,
- (2) status of the HABS/HAER recordation,
- (3) identification of historic properties leased, transferred or conveyed to others,
- (4) status of the City's efforts to market historic properties and preserve the historic properties, and
- (5) list and explain any problems or unexpected issues encountered during the previous year.

10. Resolving Objections.

a. Should any party to this agreement object to any action carried out or proposed by the Navy with respect to the implementation of this agreement, the Navy shall consult with the objecting party to resolve the objection. If, after entering into such consultation, the Navy determines that the objection cannot be resolved through consultation directly with the objecting party, the Navy shall forward all relevant documentation to the Council, including the Navy's proposed response to the objection. The Council shall exercise one of the following options within 30 calendar days of receipt of all pertinent documentation:

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(1) advise the Navy in writing that the Council concurs with the Navy's proposed response and final decision, if so indicated, whereupon the Navy shall respond to the objecting party in writing; or

(2) provide the Navy with written recommendations and/or comments, which the Navy shall take into account in reaching its final decision regarding its response to the objection in accordance with 36 CFR 800.6; or

(3) notify the Navy in writing that the Council will provide written comments within a specified time frame pursuant to 36 CFR 800.6. The resulting comments shall be taken into account by the Navy in accordance with 36 CFR 800.6(c).

Should the Council fail to exercise one of the above options within 30 calendar days after receipt of all pertinent documentation, the Navy may assume the Council concurrence in the Navy's proposed response. In considering any party's comments, the Navy shall take into account any recommendation or comment with reference only to the subject of the objection. The Navy's responsibility to carry out all actions under this agreement that are not the subject of the objection shall remain unchanged and shall be executed accordingly.

b. At any time during implementation of the stipulations of this agreement, should an objection(s) pertaining to this agreement be raised by a member of the public, the Navy shall notify in writing the signatory parties to this agreement and take the objection into account. The Navy shall consult with the objector and, if requested by the objector, consult with any or all of the signatory parties to this agreement with respect to the objection.

11. Amendments.

a. Any party to this agreement may propose, in writing, to the Navy that the terms and/or stipulations of this agreement be amended. The Navy shall consult with the other parties to this agreement to consider such an amendment. 36 CFR 800.5 shall govern the execution of any such amendment once agreed upon by all parties.

12. Anti-Deficiency Act.

a. All requirements set forth in this agreement requiring the expenditure of Navy funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. Section 1341). No obligation undertaken by the Navy under the terms of this Agreement shall require or be interpreted to require a commitment to expend funds not appropriated for a particular purpose.

b. If the Navy cannot perform any obligation set forth in this agreement because of the unavailability of funds, the Navy, California SHPO, and Council intend that the remainder of the agreement be executed. Any obligation under

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the agreement which cannot be performed because of the unavailability of funds must be renegotiated between the Navy, California SHPO, and Council.

Execution of this agreement by the Navy, Council, and California SHPO, and subsequent implementation of its terms, shall be evidence that the Navy has afforded the Council an opportunity to comment on the Navy's undertakings and its effects on historic properties in accordance with Section 106 of the National Historic Preservation Act and its implementing regulations contained in 36 CFR Part 800.

UNITED STATES NAVY, ENGINEERING FIELD ACTIVITY WEST, San Bruno, CA.

BY: [Signature] Date: 2/25/97
Print Name & Title of Signer: _____

R. P. BUCHHOLZ
COMMANDER, CEC, USN
Acting Commanding Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: [Signature] Date: 4/1/97
Print Name & Title of Signer: JOHN M. FOWLER ACTING EX DIR

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

BY: [Signature] Date: 3/6/97
Print Name & Title of Signer: CHERYL WIDEN, STATE HISTORIC Preservation officer

CONCUR:
CITY OF VALLEJO

BY: [Signature] Date: 2/25/97
Print Name & Title of Signer: Kenneth F. Campo, City Manager

NATIONAL PARK SERVICE

BY: [Signature] Date: 5/12/97
Print Name & Title of Signer: Holly Bausch, Acting Regional Director, NPS

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APPENDICES

APPENDIX A - 1992 Programmatic Agreement among Mare Island Naval Shipyard, California State Historic Preservation Officer and the Advisory Council on Historic Preservation Regarding Routine Maintenance of Historic Properties within the Mare Island National Historic Landmark

APPENDIX B - Layaway and Caretaker Maintenance Standards

APPENDIX C - City of Vallejo Resolution No. 96-383, Exhibit A with Attachments A-1 and A-2, as amended February 11, 1997

APPENDIX A

PROGRAMMATIC AGREEMENT AMONG

THE UNITED STATES NAVY, MARE ISLAND NAVAL SHIPYARD,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING ROUTINE MAINTENANCE OF HISTORIC PROPERTIES
WITHIN THE MARE ISLAND NATIONAL HISTORIC LANDMARK

WHEREAS, the United States Navy, Mare Island Naval Shipyard (Navy), has determined that the routine maintenance of historic buildings, structures, and grounds within the Mare Island National Historic Landmark may have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places and has consulted with the Advisory Council on Historic Preservation (Council) and the California State Historic Preservation Officer (SHPO) pursuant to Section 800.13 of the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 USC 470f) and Section 110 of the same Act (16 USC 470h-2); and

WHEREAS, certain minor undertakings described in Appendix B of this Agreement, if executed in the appropriate manner, can be deemed exempt from further consultation with the SHPO or the Council; and

WHEREAS, the definitions given in Appendix A are applicable throughout this Programmatic Agreement;

NOW, THEREFORE, the Navy, the Council, and the SHPO agree that the routine maintenance of historic properties included in the Mare Island National Historic Landmark shall be administered in accordance with the following stipulations to satisfy the Navy's Section 106 responsibilities for all individual undertakings of the program covered by this Programmatic Agreement.

Stipulations

The Navy will ensure that the following measures are carried out.

1. Actions described in Appendix B, "Actions Not Requiring Further Consultation," may proceed with no further consultation with the SHPO or the Council.
2. The Navy shall consult the SHPO and the Council on all undertakings subject to review pursuant to 36 CFR Part 800, with the exception of activities listed in Appendix B as exemptions to further consultation.
3. The SHPO will be afforded thirty (30) days after receipt to comment on any documentation submitted by the Navy under the terms of this Agreement. Should the SHPO decline to participate or fail to respond within thirty (30) days to a written request for participation, the Navy shall consult with the Council to complete its responsibilities under Section 106.

4. The Council and the SHPO may monitor activities carried out pursuant to this Programmatic Agreement, and the Council will review such activities if so requested. The Navy will cooperate with the Council and the SHPO in carrying out their monitoring and review responsibilities.

5. If any party to this Agreement determines that its terms cannot be met or believes an amendment or addendum necessary, that party shall immediately request the consulting parties to consider an amendment or addendum to the Agreement. Such amendment or addendum shall be executed in the same manner as the original Agreement. No amendment or addendum to this Agreement will go into effect without written concurrence of all consulting parties.

6. Any party to this Programmatic Agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the Navy will comply with 36 CFR section 800.4 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

7. Should the SHPO or the Council object within thirty (30) days to any actions pursuant to this Agreement, the Navy shall consult with the objecting party to resolve the objection. If the Navy determines that the objection cannot be resolved, the Navy shall forward all documentation relevant to the dispute to the Council. Within 30 days after receipt of all pertinent documentation, the Council will either:

a. provide the Navy with recommendations which the Navy will take into account in reaching its final decision regarding the dispute; or

b. notify the Navy that it will comment pursuant to 36 CFR 800.6(b), and proceed to comment. Any Council comment provided in response to such a request will be taken into account by the Navy in accordance with 36 CFR 800.6(c)(2) with reference to the subject of the dispute.

Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute; the Navy's responsibility to carry out all actions under this Agreement that are not the subject of the dispute will remain unchanged.

8. In the event the Navy does not carry out the terms of this Programmatic Agreement, the Navy will comply with 36 CFR sections 800.4 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

Execution and implementation of this Programmatic Agreement evidences that the Navy has satisfied its Section 106 responsibilities for all individual undertakings of the program.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY:

Richard - Bush

Date:

8-13-91

Title:

Executive Director.

UNITED STATES NAVY, MARE ISLAND NAVAL SHIPYARD

BY:

M.T. Coyle

Date:

7/2/91

M. T. COYLE, CAPT, USN

Title: COMMANDER. MARE ISLAND NAVAL SHIPYARD

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

BY:

Stuart P. Craig

Date:

12/4/91

1992 PA
Appendix A

DEFINITION OF TERMS USED IN THIS AGREEMENT

In addition to the terms defined here, and unless otherwise indicated, all definitions given in 36 CFR 800.2 will be accepted for the purpose of this Agreement.

1. Routine maintenance: Routine maintenance will include interior and exterior maintenance and repair.
2. Maintenance: Maintenance is the recurring day-to-day or periodic work required to continue current use of a facility. It includes work undertaken to prevent damage or deterioration.
3. Repair: Repair includes overhauling, refinishing, or reprocessing constituent parts or material of a facility in order to continue effective current use. It includes replacement in kind when new materials and design match existing materials and design.

1992 PA
Appendix B

ACTIONS NOT REQUIRING FURTHER CONSULTATION

The following activities do not require further consultation with the SHPO or the Council:

A. Structural Elements

1. Repair or replacement of siding, trim, or hardware when done in kind to match existing material and design.
2. Replacement of glass when done in kind to match existing material and design. Window panes may be double or triple glazed as long as the glazing is clear and replacement does not alter existing window material and form. This excludes the use of tinted glass, which will require consultation.
3. Maintenance of features such as frames, hoodmolds, panelled or decorated jambs and moldings through appropriate surface treatments such as cleaning, rust removal, limited paint removal, and re-application of protective coating systems.
4. Repair or replacement of doors, when done in kind to match existing material and form.
5. Repair or replacement of roofs or parts of a roof that are deteriorated, when done in kind to match existing material and design. Adequate anchorage for roofing material to guard against wind damage and moisture penetration shall be provided.
6. Repair or replacement of porches and stairs when done in kind to match existing material and design.
7. Repair of window frames by patching, splicing, consolidating, or otherwise reinforcing or replacing in kind those parts that are either extensively deteriorated or are missing. The same configuration of panes will be retained.

B. Surfaces

1. Painting interior or exterior surfaces when the new paint matches the existing or original color. If the existing paint color is not desirable and the original color is not known, the color should be in keeping with approved historic color schemes. Damaged or deteriorated paint may be removed to the next sound layer by hand scraping or hand sanding. Abrasive methods, such as sandblasting and waterblasting, are not allowed.

2. Replacement or installation of caulking and weatherstripping around windows, doors, walls, and roofs.

C. Interior Elements

1. Replacement of contemporary appliances and fixtures (e.g., ranges, refrigerators, and bathroom fixtures). When associated historic cabinetry is intact and the interior, in general, retains its historic appearance, the cabinetry will be retained when possible.

2. Repair or replacement of floor coverings, when done in kind to match existing material and design.

3. Rendering inoperable, but not removing, gas lighting fixtures when another inconspicuous light source is used.

4. Floor refinishing.

D. Utility Svstems

1. Installation of mechanical equipment that does not affect the exterior of the building or require installation of new duct work throughout the interior.

2. Replacement, removal, or upgrading of electrical wiring.

3. Replacement of floor furnaces and floor registers with surface-mounted wall heating systems or hot water electric appliances. Repairs to the floors will be done with in-kind materials and design.

4. Replacement, removal, or upgrading of water and plumbing systems when historic features, such as hand pumps, are left in place. Historic plumbing fixtures should be retained and used if possible.

5. Replacement of metal water tanks with ones of fiberglass, when the color and texture of the original tank is replicated or when landscaping camouflages the replacement tank. Wooden tanks with plastic inserts are also feasible. Construction of a structure around a tank to control temperature is allowed when landscaping camouflages the change.

6. Replacement and enlargement of liquid propane gas systems if tanks are screened with landscaping materials.

E. Surrcunding Features

1. Replacement of signs in kind.

2. Ongoing maintenance of immediately surrounding landscaping, including such modifications as removing hazardous vegetation or adding rocks to define paths.

3. Use of interpretive signs or exhibit structures which are not attached to a historic building and do not visually intrude on the historic property. They should be constructed of materials and painted colors that harmonize with the historic property and its setting.

4. Repair or replacement of driveways and walkways done in kind to match existing materials and design.

5. Repair or replacement of fencing done in kind to match existing material and design.

F. New Materials

1. Installation of dry insulation.

2. Installation of security devices, including dead bolts, door locks, window latches, and door peep holes.

3. Installation of fire or smoke detectors.

4. Installation of security systems.

G. Ground Disturbing Activities

Except in the presence of an archeological site, the following exemptions apply:

1. Excavations for repair or replacement of building footings or foundation work within two (2) feet of existing footings and foundations.

2. Installation of utilities, such as sewer, water, storm, electrical, gas, leach lines, and septic tanks, where installation is restricted to areas previously disturbed by installation of these utilities.

3. Tree planting or removal in areas that have been previously disturbed by these activities, including nursery beds and arboreta.

APPENDIX B

LAYAWAY AND CARETAKER MAINTENANCE STANDARDS

Layaway Level 1 (property remains in continuous use): Operational facilities, systems and equipment shall be maintained at normal operational levels. All services, including, but not limited to, installed utilities, mechanical systems, grounds maintenance, snow removal, interior and exterior structural finishes and systems shall continue in operation. Maintenance of historic properties will be carried out in accordance with the terms of the 1992 Programmatic Agreement Regarding Routine Maintenance of Historic Properties within the Mare Island National Historic Landmark.

Layaway Level 2 (property expected to be reused within 6 months of operational closure): .. Maintenance shall be performed to maintain the structural integrity, weather tightness and utility systems of the facility to limit deterioration. Water shall be periodically turned on to faucets, toilets, urinals, etc., to keep drain traps "wet". Appliances shall be winterized and unnecessary electrical circuits shall be de-energized. Heating/air conditioning will be turned off except where heating/air conditioning is required to maintain the mechanical systems in working order, for humidity control and to prevent freezing. Historic properties previously heated/air conditioned will be inspected on a regular basis for mildew, mold and other evidence of deterioration. Where deterioration is observed appropriate measures will be taken to arrest the deterioration and prevent its reoccurrence. Maintenance of historic properties will be carried out in accordance with the terms of the 1992 Programmatic Agreement Regarding Routine Maintenance of Historic Properties within the Mare Island National Historic Landmark. Limited grounds maintenance shall be continued.

Layaway Level 3 (property expected to be reused within 6-24 months of operational closure): Same as Level 2 except that heating/air conditioning will be turned off. Historic properties previously heated/air conditioned will be inspected on a regular bases for mildew, mold and other evidence of deterioration. Where deterioration is observed appropriate measures will be taken to arrest the deterioration and prevent its reoccurrence. Maintenance of historic properties will be carried out in accordance with the terms of the 1992 Programmatic Agreement Regarding Routine Maintenance of Historic Properties within the Mare Island National Historic Landmark.

Layaway Level 4 (potential reuse of property is beyond 24 months of operational closure): Same as Level 2 except that no heat or air conditioning will be provided and all utilities will be turned off. Water lines and fire suppression systems will be drained. Sewer traps shall be routinely filled with a non-toxic antifreeze or other methane gas suppression system. Passive ventilation shall be used to control humidity. Scheduled inspections shall be made to detect any damage from mold or mildew. Where damage is observed appropriate measures

will be taken to arrest the deterioration and prevent its reoccurrence. Maintenance of historic properties will be carried out in accordance with the terms of the 1992 Programmatic Agreement Regarding Routine Maintenance of Historic Properties within the Mare Island National Historic Landmark.

Layaway Level 5 (leased facility): Utilities shall be provided to the lessee on a fee basis. Lessee will provide for and fund maintenance, repair or services to property(s). Maintenance of historic properties will be carried out in accordance with the terms of the 1992 Programmatic Agreement Regarding Routine Maintenance of Historic Properties within the Mare Island National Historic Landmark.

Layaway Level 6 (no reuse envisioned; abandoned in place): The property, related systems and equipment shall be closed and or secured. Windows and entrances shall be locked (or boarded up as necessary). Maintenance work shall be restricted to the prevention of unauthorized entry to the facility or grounds immediately adjacent. Basic entomology services shall be continued to the grounds surrounding the facility. Only conditions adversely affecting public health, the environment and public safety shall be corrected. All utilities shall be shut off or disconnected.

APPENDIX C

RESOLUTION NO. 97-51 N.C.

BE IT RESOLVED by the Council of the City of Vallejo as follows;

WHEREAS, the City of Vallejo has a long history of protecting its architectural heritage; and

WHEREAS, the City has always been proud of Mare Island Naval Shipyard, its influence on the community for over 140 years, and its role in United States military history; and

WHEREAS, since 1993 when the decision was made to close Mare Island Naval Shipyard, the City has been assisting the U.S. Navy in the completion of the Section 106 process to address the historic resources on Mare Island; and

WHEREAS, on October 1, 1996, the City Council gave its support to the "Program for Mare Island Historic Resources in an effort to facilitate the Section 106 process since the completion of this process is important to the completion of the Final Mare Island Environmental Impact Statement / Environmental Impact Report; and

WHEREAS, the City has continued to work with the Navy, the State Historic Preservation Officer, and National Park Service; and

WHEREAS, as a result of these efforts, a revised "Program for Mare Island Historic Resources" has been developed with the assistance of the State Historic Preservation Officer and the National Park Service, and this revised Program will be a component of the Navy's Memorandum of Agreement regarding historic resources; now, therefore

BE IT RESOLVED that the City Council does hereby approved the revised "Program for Mare Island Historic Resources" attached hereto as Exhibit as a component of the Navy's Memorandum of Agreement regarding historic resources.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to sign the Navy's Memorandum of Agreement as a concurring party.

ADOPTED by the Council of the City of Vallejo at a regular meeting held on February 11, 1997, by the following vote:

AYES:	Mayor Exline, Councilmembers Donahue, Hicks, Martin, Patchell, Stafford and Villanueva
NOES:	None
ABSENT:	None

/s/Gloria Exline
GLORIA EXLINE, MAYOR

ATTEST: /s/Allison Villarante
ALLISON VILLARANTE, CITY CLERK

EXHIBIT A

CITY OF VALLEJO'S PROGRAM FOR MARE ISLAND HISTORIC RESOURCES

February 1997

1. The City's Architectural Heritage and Historic Preservation Ordinance (Chapter 16.38 of the Vallejo Municipal Code) will be amended to include those historic resources on Mare Island identified in #3, 4, and 5 below. This amendment will include procedures and time schedules for processing certificates of appropriateness specifically for projects on Mare Island to facilitate expeditious reuse. The City will seek federal and state funding, particularly grant funds from the State Office of Historic Preservation, to assist in the preparation of this amendment, and it will be consistent with the ordinance requirements for a Certified Local Government program.
2. The Architectural Heritage and Landmarks Commission will continue in its present role as described in the Vallejo Municipal Code except that its area of responsibility will be increased to include the historic resources on Mare Island described in #3, 4, and 5 below.
3. The City's Mare Island Historic District will be Reuse Area 4. All buildings, structures, and sites within Reuse Area 4 will be subject to the requirements of the amended Architectural Heritage and Historic Preservation Ordinance when the Navy transfers title(s) to these properties in the future. A list of the buildings, structures, and sites within Reuse Area 4 is included in Attachment A-1.
4. Certain other significant historic resources outside Reuse Area 4 will also be subject to the requirements of the amended Architectural Heritage and Historic Preservation Ordinance when the Navy transfers title(s) to these properties in the future. A list of these historic resources is included in Attachment A-2.
5. Certain other historic resources are within areas that will:
1) remain in federal ownership; 2) revert to the State of California; or 3) will be reserved for public benefit conveyance. Should, in the future, the Navy transfer title(s) to these properties to a non-federal or non-state party, they would be subject to the requirements of the amended Architectural Heritage and Historic Preservation Ordinance. A list of these historic resources is included in Attachment A-3.

6. The City will comply with the requirements of the California Environmental Quality Act (CEQA) regarding the protection of historic and prehistoric archaeological resources.
7. The City will include policies in the Vallejo General Plan and Mare Island Specific Plan / Master Plan related to the preservation of the historic resources identified above.
8. The City will continue to apprise prospective Mare Island tenants and property owners of the financial tools and incentives available, such as tax incentives and the State Historic Building Code, to preserve and rehabilitate historic resources.
9. The City will seek the assistance of the National Trust for Historic Preservation for guidance on marketing the historic resources in Reuse Area 4, the other resources identified in #4 above, and, if ever applicable, the other resources identified in #5 above.

ATTACHMENT A-1

**BUILDINGS, STRUCTURES, AND SITES
WITHIN MARE ISLAND REUSE AREA 4**

February 1997

17	Officer's Quarters	624	Latrine
17B	Garage	632	Welding Material Issue
17C	Garage	634	Tool Room
19	Officer's Quarters	671	Electric Substation
19A	Garage	828	Electric Substation K
21	Officer's Quarters	830	Electric Substation 22
29	Officer's Quarters	834	Electric Distribution Cent.
29A	Garage	854	Pump House
29G	Garage	1302	Paint Shed
45	Administrative Offices	1308	Paint Storage
46	Smithery	1329	Shredder Building
47	Administrative Offices	1334	Offices
47A	Administrative Offices	1346	Storage
50	Rubber Shop	A	Officer's Quarters
52	Iron Plates	A-A	Servants' Quarters
56	Alden Park Bandstand	A-I	Garage
58	Administrative Offices	A-J	Greenhouse
65	Administrative Offices	B	Officer's Quarters
99	Central Fire Station	B-G	Garage
99A	Fire Station Offices	C	Officer's Quarters
104	St. Peter's Chapel	C-A	Servants' Quarters
108	Storage	C-J	Garage
110	Pumphouse	D	Officer's Quarters
116	Production Shop	D-G	Garage
130	Offices	DD-1	Dry Dock #1
132	Chemical Storage	DD-2	Dry Dock #2
140	Offices	E	Officer's Quarters
142	Nuclear Work Facility	E-C	Garage
144	Work Facility	E-D	Storage Shed
164	Production Shop	E-F	Servants' Quarters
235	Printing Plan	FS2	Ferry Slip
255	Cable Vault	G	Officer's Quarters
330	Rubber Press	G-B	Garage
332	Shop Area	GS3	Guard Shack
334	Former Paint Shop	H	Officer's Quarters
340	Nuclear Work Facility	H-B	Garage
516	Electric Substation	H-C	Storage Shed

H-D	Storage Shed
J	Officer's Quarters
J-E	Garage
K	Officer's Quarters
K-E	Servants' Quarters
K-L	Garage
L	Officer's Quarters
L-F	Garage
M	Officer's Quarters
M-O	Garage
N	Officer's Quarters
N-H	Garage
O	Officer's Quarters
O-B	Servants' Quarters
O-F	Garage
P	Officer's Quarters
P-D	Garage
S23-1	Bomb Shelter
S23-2	Bomb Shelter
S33-10	Bomb Shelter
S33-11	Bomb Shelter
S33-12	Bomb Shelter
S33-13	Bomb Shelter
S33-14	Bomb Shelter
S33-15	Bomb Shelter
S33-16	Bomb Shelter
S33-17	Bomb Shelter
S33-18	Bomb Shelter
S33-19	Bomb Shelter
S33-20	Bomb Shelter
S33-21	Bomb Shelter
S33-22	Bomb Shelter
S33-23	Bomb Shelter
S33-24	Bomb Shelter
S33-25	Bomb Shelter
S33-26	Bomb Shelter
S33-27	Bomb Shelter
S33-28	Bomb Shelter
S33-29	Bomb Shelter
S33-30	Bomb Shelter
WAY-1	Building Way #1
WAY-2	Building Way #2

Landscape Areas:

Alden Park
Chapel Park
Farragut Plaza
Officers' Row

ATTACHMENT A-2

OTHER HISTORIC RESOURCES ON MARE ISLAND

February 1997

6	Quarters	433	Radio Station
6-D	Garage	459	BEQ / Offices
69	Equipment Storehouse	485	Offices
77	Ordnance Storehouse	491	Sentry House, wall
85	Foundry	527	Warehouse
87	Machine Shop	543	Barracks
88	Stables	545	Rodman Center
89/91	Boiler Shop	680	Machine Shop
		726	South Fire Station
101	Pipe Shop	926	Nurses' Quarters
106	Boat Shop	928	Garage
111	Storage	A-272	Gate Sentry House
114	Sawmill	A-279	Waiting Booth
118	Joiner Shop	BS-2	Bus Shelter
131	Officers Quarters	BS-3	Bus Shelter
133	Quarters	F	Quarters
141	Coal Shed	H-1	Hospital
143	Coal Shed	H-4	Quarters
145	Coal Shed	H-5	Quarters
147	Coal Shed	H-70	Hospital Ward
149	Coal Shed	H-71	Barracks
151	Coal Shed	H-72	Hospital Ward
153	Coal Shed	H-73	Sick Officers' Quarters
155	Coal Shed	H-80	Hospital Ward
163	Coal Shed	H-81	Hospital
165	Pipe Shop	I-T	Officer's Quarters
207	Storage	M-1	Marine Officer's Quarters
223	Storage	M-1A	Servants' Quarters
227/227A	Warehouse	M-1C	Garages
382	Production Shop	M-2	Marine Quarters
386	Forge Shop	M-3	Marine Quarters
388	Structural Shop	M-4	Marine Quarters
390	Structural Shop	M-5	Marine Quarters
411	Quarters	M-7	Marine Quarters
420	Quarters	M-37	Marine Barracks
429	Quarters	Q01-	
431	Quarters	Q020	Quarters

Q01A-
Q020A Quarters
R Quarters
S Quarters
U Quarters

Landscape Areas:

Marine Parade Grounds
Around M-1
Around Hospital
Clubhouse Drive Park
Palm trees on Cedar

ATTACHMENT A-3

**OTHER HISTORIC RESOURCES ON MARE ISLAND
ON FEDERAL, STATE, OR OTHER PUBLIC LAND**

February 1997

188-A/B	Water Tanks	A-145	Electrical Center
505	Radio Station	A-146	Storage
A-1	Magazine #1*	A-147	Magazine
A-2	Shell House	A-148	Magazine
A-3	Shell House #1*	A-149	Magazine
A-4	Shell House #2*	A-150	Magazine
A-5	Shell House #3	A-151	Magazine
A-6	Shell House #4	A-152	Magazine
A-8	Magazine	A-153	Pump House
A-11	Gun Cotton Magazine	A-154	Hazardous Storage
A-15	Primer House	A-156	High Explosive
A-16	Filling House	Mag.	
A-17	Ammunition Storage	A-161	Magazine
A-20	Magazine #2*	A-162	Magazine
A-25	Quarters	A-163	Magazine
A-25A	Garage	A-164	Ordnance
A-42	Watchman's House*	Warehouse	
A-43	Quarters*	A-165	Magazine
A-43A	Storage Shed	A-166	Magazine
A-44	Watchman's House*	A-169	Magazine
A-44A	Garage	A-170	Warehouse
A-45	Gunner's House*	A-171	High Explosive
A-49	Ordnance Warehouse	Mag.	
A-58	Quarters	A-172	Magazine
A-58A	Garage	A-173	Magazine
A-65	Ordnance Warehouse	A-174	Magazine
A-69	Ordnance Warehouse	A-175	Magazine
A-81	Magazine - Small Arms	A-176	High Explosive
A-82	Magazine - Small Arms	Mag.	
A-83	Magazine - Small Arms	A-178	Magazine
A-84	Magazine - Small Arms	A-179	Magazine
A-103	Storage	A-180	Magazine
A-110	Garage	A-181	Magazine
A-121	Magazine	A-182	Magazine
A-139	Magazine	A-183	Magazine
A-140	Magazine	A-184	Magazine
A-141	Magazine	A-185	Magazine
A-144	Electrical Center	A-186	Magazine

A-195	Hazardous Storage
A-199	Ordinance
Warehouse	
A-204	High Explosive
Mag.	
A-205	High Explosive
Mag.	
A-206	High Explosive
Mag.	
A-207	Magazine
A-210	Magazine
A-211	Magazine
A-212	Magazine
A-213	Magazine
A-214	Magazine
A-217	High Explosive
Mag.	
A-218	High Explosive
Mag.	
A-219	Magazine
A-227	Electrical Center
A-249	High Explosive
Mag.	
A-250	High Explosive
Mag.	
A-252	Booster Pump
House	
A-254/255	Underground Tanks
A-259	RR Car Blocking
Shop	
A-296	High Expl. Safe
Haven	
ARS-3	Air Raid Shelter
ARS-4	Air Raid Shelter
ARS-7	Air Raid Shelter
ARS-8	Air Raid Shelter
PIER 34	Naval Ammunition Pier

* From original Attachment A-2

Landscape Areas:

Cemetery*

Landscape around quarters*